

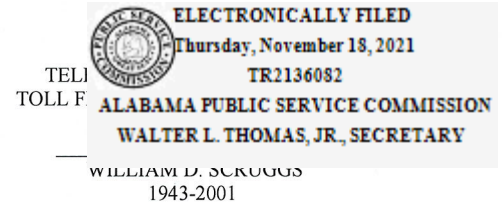
SCRUGGS, DODD & BRISENDINE ATTORNEYS, P.A.

P.O. BOX 681109
FORT PAYNE, AL 35968

E. ALLEN DODD
eadscruggs@farmerstel.com

J. DAVID DODD
jddscruggs@farmerstel.com

J. ERIC BRISENDINE
jebscruggs@farmerstel.com



November 9, 2021

Mr. Walter Thomas, Secretary
Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, Alabama 36104

Reference: Application for Renewal of Certificate of Financial Viability
River Bend Marina WWTP
Docket: 32698

Dear Mr. Thomas:

River Bend Marina, LLC (River Bend Marina), an Alabama Limited Liability Company, hereby requests that the Alabama Public Service Commission (APSC) renew the Certificate of Financial Viability (CFV) of River Bend Marina.

Enclosed please find the documentation required in Wastewater Management Entity Rule WW-4. A check for the \$300 application fee is on the way to you directly from River Bend Marina. Please let me know if any further information is required.

Sincerely,

E. Allen Dodd, Jr.
Attorney for River Bend Marina, LLC

RENEWAL APPLICATION FOR CERTIFICATE OF FINANCIAL VIABILITY

770-X-9-.04. Renewal Applications for Certificates (Rule WW-4).

REQUIREMENT

1. Full and accurate name and address of the applicant

APPLICANT'S RESPONSE

River Bend Marina, LLC
P. O. Box 805
133 Riverbend Circle
Guntersville, AL 35976
Phone (256) 582-6857
Email: rbm@localaccess.net
Stephanie Schwieterman, Member
Anthony W. Schwieterman, Member

REQUIREMENT

2. PSC certificate or docket number

APPLICANT'S RESPONSE

Docket # 32698

REQUIREMENT

3. ADEM or ADPH operating permit number for each wastewater system added in last two years

APPLICANT'S RESPONSE

No wastewater systems have been added in the last two years.

REQUIREMENT

4. Copies of all deeds and trust indentures for wastewater systems acquired in the last two years

APPLICANT'S RESPONSE

No wastewater systems have been acquired in the last two years.

REQUIREMENT

5. Current number of customers and number of vacant lots for each wastewater system

APPLICANT'S RESPONSE

There are currently 85 customers. There are no vacant lots to which we stand ready to provide service. There is one house currently under construction to which we stand ready to provide service.

REQUIREMENT

6. Data reflecting all customer disconnections for each wastewater system for each of the preceding two years, including the reason for the disconnection (nonpayment or other tariff violation) and the method used for disconnecting the service

APPLICANT'S RESPONSE

There were no customer disconnections in the preceding two years.

REQUIREMENT

7. Describe equipment replacements and single repairs made in excess of \$1,500.00 in or to each wastewater system over the preceding two years

APPLICANT'S RESPONSE

In January 2020 we replaced a 2" pump & 3" pump for \$ 6,914.00.

REQUIREMENT

8. Describe any wastewater system modifications within the preceding two years

APPLICANT'S RESPONSE

There have been no wastewater system modifications within the preceding two years.

REQUIREMENT

9. All documents pursuant to 770-X-9-.06 and 770-X-9-.07

770-X-9-.06 Records and Reports (Rule WW-6)

(1) On or before April 15 of each year, each ME shall file annual financial operating and statistical reports upon forms prescribed by or authorized by the Commission. All foot notes and instructions contained on the report forms prescribed or authorized by the Commission for making annual reports must be carefully observed.

APPLICANT'S RESPONSE

See the next two (2) pages.

80-0654010
Federal EIN#

Inspection And Supervision Fees Report
to the
Alabama Public Service Commission

Legal Name: River Bend Marina LLC

Trade Name:

Street: 133 Riverbend Circle, Suite 1

City, State Zip: Guntersville AL 35976

Check all types of utility business in which this legal entity is engaged:

☐ Electricity ☐ Gas ☐ Water ☐ Steam ☐ Oil ☒ Wastewater Management

Pursuant to Sec 37-4-23, each utility company, as defined in Sec. 37-4-1(7), doing business in Alabama and subject to the jurisdiction of the Public Service Commission with respect to its rates and service regulations shall pay quarterly to PSC, beginning each November 1 and on each quarter thereafter, February 1, May 1, August 1, of each year, a fee for the inspection and supervision of such business during the next preceding fiscal year. Any utility company may, at their own election under Sec. 37-4-24(b), pay over the total fees due for the preceding fiscal year on November 1 of each year. Utilities with more than \$60,000,000 of Alabama gross receipts in a calendar year must pay quarterly based on gross receipts for the calendar quarter ending March 31 (by Nov. 1), June 30 (by Feb. 1), September 30 (by May 1), and December 31 (by Aug. 1).

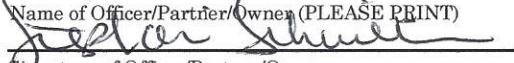
Computation of Fees

GROSS RECEIPTS during the twelve (12) months ended September 30, 2020

or for the period beginning _____, 2020, and ending _____, 2020.

1. Electricity Revenues	
2. Gas Revenues	
3. Water Revenues	
4. All Other Gross Receipts	64,218.33
5. Less: Uncollectible or Bad Debts	()
6. Total Gross Receipts per Financial Records. Add lines 1 through 5	64,218.33
Deductions when engaged in multistate business during reporting period:	
7. Interstate Portion (itemization required - use attachments if necessary):	
a.	
b.	
c.	
8. Total Deductions. Add lines 7a, 7b, and 7c	
9.	
10.	
11. Alabama Gross Receipts. Subtract line 8 from line 6	64,218.33
12. Inspection and Supervision Fee (Use Rate Table, not less than \$25.00)	183.02
13. Penalties	
14. Total fee Liability. Add lines 12 and 13	183.02
15. Payments: 25% each quarter or may elect to remit all on November 1	
a. November 1, 2020: 25% of line 14, not less than \$25.00	
b. February 1, 2021: Subtract line 15a from 50% of line 14	
c. May 1, 2021: Subtract lines 15a and 15b from 75% of line 14	
d. August 1, 2021: Subtract lines 15a, 15b, and 15c from line 14	

UNDER PENALTIES OF PERJURY, I declare that I have examined this report and accompanying schedules and statements and, to the best of my knowledge and belief, it is true, correct, and complete. Declaration of paid preparer (other than reporting entity) is based on all information of which preparer has any knowledge.

Stephanie Schwieterman	10/23/2020	Owner	256-582-6857
Name of Officer/Partner/Owner (PLEASE PRINT)	Date	Title	Telephone Number
			
Signature of Officer/Partner/Owner			

PLEASE REMIT TO:

ALABAMA PUBLIC SERVICE COMMISSION
FINANCE SECTION
P. O. BOX 304260
MONTGOMERY, AL 36130-4260

If the amount on line 11 is over---	But not over---	Enter on line 12	of the amount over---
\$0	\$100,000	0.285%	\$0
\$100,000	\$1,000,000	\$285 + 0.235%	\$100,000
\$1,000,000		\$2,400 + 0.185%	\$1,000,000

80-0654010
Federal EIN#

Inspection And Supervision Fees Report
to the
Alabama Public Service Commission

Legal Name: River Bend Marina LLC

Trade Name: _____

Street: 133 Riverbend Circle, Suite 1

City, State Zip: Guntersville, AL 35976

Check all types of utility business in which this legal entity is engaged:

☐ Electricity ☐ Gas ☐ Water ☐ Steam ☐ Oil ☒ Wastewater Management

Pursuant to Sec 37-4-23 (PSC rule WW-11 for wastewater entities), each utility company, as defined in Sec. 37-4-1(7), or wastewater company, as defined in PSC rule WW-11, doing business in Alabama and subject to the jurisdiction of the Public Service Commission with respect to its rates and service regulations shall pay quarterly to PSC, beginning each November 1 and on each quarter thereafter, February 1, May 1, August 1, of each year, a fee for the inspection and supervision of such business during the next preceding fiscal year. Any utility company may, at their own election under Sec. 37-4-24(b), pay over the total fees due for the preceding fiscal year on November 1 of each year. Utilities with more than \$60,000,000 of Alabama gross receipts in a calendar year must pay quarterly based on gross receipts for the calendar quarter ending March 31 (by Nov. 1), June 30 (by Feb. 1), September 30 (by May 1), and December 31 (by Aug. 1).

Computation of Fees

GROSS RECEIPTS during the twelve (12) months ended September 30, 2021

or for the period beginning _____, 2021, and ending _____, 2021.

1. Electricity Revenues
2. Gas Revenues
3. Water Revenues
4. All Other Gross Receipts
5. Less: Uncollectible or Bad Debts
6. Total Gross Receipts per Financial Records. Add lines 1 through 5

Deductions when engaged in multistate business during reporting period:

7. Interstate Portion (itemization required - use attachments if necessary):
 - a.
 - b.
 - c.
8. Total Deductions. Add lines 7a, 7b, and 7c
9.
10.
11. Alabama Gross Receipts. Subtract line 8 from line 6
12. Inspection and Supervision Fee (Use Rate Table, not less than \$25.00)
13. Penalties
14. Total fee Liability. Add lines 12 and 13
15. Payments: 25% each quarter or may elect to remit all on November 1
 - a. November 1, 2021: 25% of line 14, not less than \$25.00
 - b. February 1, 2022: Subtract line 15a from 50% of line 14
 - c. May 1, 2022: Subtract lines 15a and 15b from 75% of line 14
 - d. August 1, 2022: Subtract lines 15a, 15b, and 15c from line 14

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79,787.77
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227.40
227.40

UNDER PENALTIES OF PERJURY, I declare that I have examined this report and accompanying schedules and statements and, to the best of my knowledge and belief, it is true, correct, and complete. Declaration of paid preparer (other than reporting entity) is based on all information of which preparer has any knowledge.

<u>Stephanie Schwieterman</u>	<u>10/26/21</u>	<u>Owner</u>	<u>256-582-6857</u>
Name of Officer/Partner/Owner (PLEASE PRINT)	Date	Title	Telephone Number
<u>Stephanie Schwieterman</u>			
Signature of Officer/Partner/Owner			

PLEASE REMIT TO:
ALABAMA PUBLIC SERVICE COMMISSION
FINANCE SECTION
P. O. BOX 304260
MONTGOMERY, AL 36130-4260

If the amount on line 11 is over---	But not over---	Enter on line 12	of the amount over---
\$0	\$100,000	0.285%	\$0
\$100,000	\$1,000,000	\$285 + 0.235%	\$100,000
\$1,000,000		\$2,400 + 0.185%	\$1,000,000

REQUIREMENT

(2) Each ME shall furnish the Commission, at such time and in such form as the Commission may require, the results of any tests and summaries of any required records. The ME shall also furnish the Commission any information concerning the ME's facilities or operations which the Commission may request for determining rates or assessing the business practices of the ME. All such data, unless specified, shall be consistent with and reconcilable with the ME's Annual Report to the Commission.

APPLICANT'S RESPONSE

Applicant will file the required information, in a timely matter, as requested.

REQUIREMENT

770-X-9-.07. Financial Assurance Requirements (Rule WW-7)

(1) Each ME shall obtain financial security in the form of a surety bond or irrevocable letter of credit in an amount equal to fifty percent (50%) of the ME's gross wastewater plant with a maximum required amount of \$300,000. The bond or letter of credit shall contain a provision which renders the full amount available to the Commission upon the presentation of a Commission Order which states that the Commission is taking possession of the wastewater system in accordance with Ala. Code§ 22-25B-1 et seq. Upon request, the Commission will provide a sample bond and letter of credit which meet the requirements of these rules. If a ME proposes to post financial security other than the type or amount permitted here, it must file a separate petition with the Commission and obtain PSC approval for such other financial security.

APPLICANT'S RESPONSE

A surety bond or letter of credit is not available at this time, because the applicant is currently in bankruptcy and therefore unable to obtain a bond or letter of credit.

REQUIREMENT

(2) MEs shall ensure that the PSC is notified in writing at least sixty (60) days prior to any termination action concerning an irrevocable letter of credit that will not be renewed. At least sixty (60) days' written notice shall also be required prior to the expiration date for a bond of non-perpetual duration that is not renewed or a bond that is otherwise terminated. Written notification by means of certified mail to the PSC shall be required.

APPLICANT'S RESPONSE

Applicant will notify the PSC in a timely manner any time its letter of credit is terminated or nonrenewed.

REQUIREMENT

(3) Each ME shall provide proof of general commercial, pollution, and environmental liability insurance in the amount of \$2,000,000 general aggregate.

APPLICANT'S RESPONSE

Proof of insurance is not available at this time. Applicant is currently working on procuring pollution insurance. Proof will be provided to the APSC as soon as practicable.

REQUIREMENT

10. Copies of all contracts pertaining to wastewater system(s) in Alabama to which the ME entered into in the preceding two years and not previously provided to the Commission, excluding contracts with individual customers

APPLICANT'S RESPONSE

Copy of Agreement for Services is set forth on the next six (6) pages.



AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES

This AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES (the "Agreement") is made on 24th day of May, 2020 between River Bend Marina, LLC (the "Owner"), and EOS Utility Services, LLC ("EOS") with a local place of business at 206-A Oak Mountain Circle Pelham, Alabama 35124.

WHEREAS, the Owner owns the River Bend WWTP and collection system located in Marshall County, AL (the "Facility"); and

WHEREAS, the Owners has determined that it desires to retain the services of a qualified contractor to operate said Facility in an efficient manner and in compliance with State, Federal and local regulations; and

WHEREAS, EOS was selected to operate said Facility and has agreed to perform such services as provided below;

NOW, THEREFORE, IN CONSIDERATION of the mutual agreement contained herein and subject to the terms and conditions stated herein, the parties hereby agree as follows:

I. General

1. It is understood that the relationship of EOS to the Owners is that of independent contractor.
2. The Facility and equipment now owned by the Owner or acquired by the Owner shall remain the property of the Owner.

II. Term and Termination

1. The initial term of this Agreement shall be for one (1) year. After the initial term, both parties agree that the term shall be automatically extended thereafter annually.
2. Either party may terminate this Agreement without cause by providing 30 days prior written notice to the other party.
3. Agreement may be terminated at any time and in writing by EOS via certified mail for lack of payment by the Owners.

Remaining page left blank intentionally.

AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES (continued)

III. Scope of Services

EOS:

Wastewater Treatment Plant – Included:

1. Visit the treatment facility **one time per week** to monitor the performance as required by the ADEM permit and perform on-site inspections of the lagoon grounds, structures, and equipment.
2. Maintain an operating log book in accordance with Alabama Department of Environmental Management ("ADEM").
3. Assign operational personnel with the state certification level required by ADEM for the lagoon. By execution of the Agreement, the Owner authorizes EOS to be the designated operator of record for the lagoon by ADEM and authorizes its operator to sign the monthly Discharge Monitoring Reports ("DMR's").
4. Coordinate the application of chlorination, dechlorination, or other chemicals.
5. Collect and pick up samples for delivery to independent laboratory. Provide sample containers, labels, and required documentation.
6. Conduct laboratory analyses utilizing methodology determined by Rule 40 of the Code of Federal Regulations and use instrumentation for conducting on-site analyses approved for reporting purposes.
7. Perform required analyses according to the requirements of the National Pollutant Discharge Elimination System permit for the lagoon in place at the date of this contract.
8. Prepare and submit monthly DMRs to the ADEM.
9. Provide quotations from EOS for repairs, improvements, or process modifications to the lagoon, if needed or requested by the Owner.

Wastewater Treatment Plant – Excluded:

1. Providing operational or engineering assistance to the Owner in legal matters or interactions with ADEM related to the Facility, as needed. Excluded from this is the cost of responding to Warning Letters, Notice of Violations or Consent Orders. The cost of responding or assisting in these types of issues and providing any documents if required will be performed on an hourly cost-plus basis.
2. Maintenance of the treatment plant grounds (dredging, mowing, brush removal, fences, gates, etc.) and the cost of replacing, adding, or repairing equipment (pumps, piping, valves, flow meters, aerators, blowers, control panels, etc.).
3. The cost of all chemicals required for the treatment process (current or future).

**AGREEMENT FOR OPERATIONS
AND MAINTENANCE SERVICES (continued)**

Pump Stations and Collection System- Excluded:

1. Maintenance of the sewer collection system and lift stations is excluded from the Scope of Work. EOS Utility Services will not be responsible for notification to the public or ADEM of Sanitary Sewer Overflows (SSO). The owner is responsible for the public and ADEM notification and proper reporting of any Sanitary Sewer Overflows in the collection system.
2. The cost of replacing, adding, or repairing equipment (pumps, piping, valves, flow meters, control panels, etc.) or sewer line jetting or cleaning is excluded.

OWNERS SHALL:

1. Provide access to the Facility for EOS personnel.
2. Designate a person or persons as a contact with regards to issues pertaining to the operations and maintenance of the Facility.
3. Pay for all sludge hauling, repairs, permits, licenses, utilities, parts, materials, supplies, chemicals and services for on-going, reliable operation of the Facility that are not designated the responsibility of EOS hereinabove.
4. In a cooperative effort, along with EOS, maintain a safe and viable working environment.
5. Maintain the collection system and control discharges into the collection system in a manner that does not detrimentally impact the treatment plants operation or treatment processes.

Remaining page left blank intentionally.

AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES (continued)

IV. Compensation

1. Both parties agree that EOS' fee for services outlined herein shall be **\$1,440.00 per month.**
2. The parties agree that the fee will for the initial term will remain the same except for any material change in the Scope of Services during the initial term. All additional services as outlined herein shall be billed monthly on an hourly, cost plus basis.
3. Payment is due for services rendered on the last day of the month the services are performed.
4. The Owners agrees to pay a late charge of 1.5% per month, 18% per annum will be added to balances over thirty (30) days.
5. Both parties agree that the fee for monthly service shall be adjusted up or down for inflation annually after the initial term for the remaining duration of this Agreement based on the percentage change in the Consumer Price Index (CPI-U) and for material changes in Scope of Service, as negotiated between the parties.

V. Insurance

1. EOS shall maintain during the term, and any extension or continuation of this Agreement the following insurance coverage:
 - Statutory Worker's Compensation Insurance for all EOS employees providing services at the Facility.
 - Commercial General Liability and Automobile Insurance in the amount of at least \$500,000 combined single limit for bodily injury, death or property damages, per occurrence and in the aggregate. EOS shall submit to the Owner a copy of a Certificate of Insurance evidencing the existence of such coverage, if requested.

VI. Limitation of Liability

1. In recognition of the relative risks and benefits of the Project to both the Owner and EOS, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of EOS and the EOS' officers, directors, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of EOS and EOS' officers, directors, employees, and sub-consultants shall not exceed collectable insurance for applicable insurance coverage available at the time of settlement or judgement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. In no event shall EOS be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by the Owner or any third party, whether in action in contract or tort, even if the Owner or any other person has been advised of the possibility of such damages.

AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES (continued)

VII. Warranties and Disclaimers

1. Each party represents and warrants that it has the legal power to enter into this Agreement. EOS represents and warrants that it will provide its services in a manner consistent with general industry standards.
2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EOS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EOS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

VIII. Mutual Indemnification

1. Subject to this Agreement, both parties shall defend, indemnify and hold each other, its officers, directors and employees harmless against any liability, loss, or damage (including without limitation reasonable attorneys' fees and defense costs) incurred in connection with claims, demands, suits or proceedings made or brought against the other or by a third party arising from the performance of services under this Agreement.
2. Neither the Owner nor EOS shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

IX. Force Majeure

1. EOS will not be in default if performance of EOS's obligations under this Agreement is delayed, disrupted or becomes impossible because of any act of God, war, flood, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, or any other cause beyond the control of the parties (collectively, "Force Majeure"). Upon occurrence of any such event, EOS will operate the Facility to the best of its ability under the circumstances, and EOS will not be responsible for any damages, fines, penalties or claims resulting therefrom.
2. If the Owner, Owner's personnel, or Owner's engineer modify the collection system or lagoon in a manner that negatively impacts operations, EOS will not be responsible for any damages, fines, penalties or claims resulting therefrom.

Remaining page left blank intentionally.

AGREEMENT FOR OPERATIONS
AND MAINTENANCE SERVICES (continued)

X. Miscellaneous

1. All written communications shall be forwarded to the following addresses for each party to this Agreement:

EOS Utility Services, LLC	River Bend Marina, LLC
206-A Oak Mountain Circle	P.O. Box 805
Birmingham, Alabama 35124	Guntersville AL 35976
Attn: Mike Walraven	Attn: Stephanie Schucherman
Tel: 205-396-3170	256.582.6851
Fax 205-581-8680	
Email: mike@eosutilityservices.com	rhm@localaccess.net

2. Except in the case of a sale of all or substantially all of the assets of EOS, a merger, consolidation, or transfer of 50% or more of the stock of EOS, neither party will assign matters under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, denied or delayed.
3. This Agreement states the entire Agreement between the Owner and EOS and may be modified only in writing and signed by both parties.
4. In the event, the owners sell the facility, this contract will continue on with the new owner.

IN WITNESS WHEREOF, both parties have caused this Agreement to be duly executed as of the day and year first above written.

Owner

By: _____

Its: _____

Date: _____

Stephanie Schucherman

Owner

5/24/20

EOS Utility Services LLC

By: _____

Its: _____

Date: _____

Mike Walraven
Mike Walraven

Operations Manager

5/22/20

REQUIREMENT

11. Copies of all regulatory compliance enforcement documents pertaining to wastewater system(s) received by applicant in the preceding two years.

APPLICANT'S RESPONSE

See the next twenty (20) pages.



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

FEB 12 2020

CERTIFIED MAIL # 91-7199-9991-7034-1817-2849
RETURN RECEIPT REQUESTED

Stephanie Schwieterman, Manager
River Bend Marina, LLC
133 Riverbend Circle, Suite One
Guntersville, AL 35976

RE: Notice of Violation
NPDES Permit No. AL0042366
River Bend Marina, LLC WWTP
Marshall County (095)

Dear Ms. Schwieterman:

The Department has completed a comprehensive evaluation of River Bend Marina, LLC WWTP in an effort to determine its compliance with applicable rules and provisions of the National Pollutant Discharge Elimination System (NPDES), ADEM Admin Code r. 335-6-6, and NPDES Permit No. AL0042366. This evaluation is based on all available inspection and sampling data, discharge monitoring reports (DMRs), and other self-reported compliance information for the period between February 2018 and February 2020. The Department observed the following violations:

Permit Condition I.A requires that discharges be limited and monitored as specified in the Permit. The discharge monitoring report for the monitoring period of April 2018 indicates that the discharges from outfall 0011 were not monitored as required by the permit. All parameters were reports as *E (analysis not conducted) on the April 2018 DMR.

Permit Condition I.C.1.b requires the Permittee to submit monthly discharge monitoring reports on a monthly basis. Departmental records indicate that the DMRs for the monitoring periods listed below were received in an untimely manner.

Monitoring Period	Report Frequency	Outfall	Due Date	Received Date	Days Late
February 2018	Monthly	0011	03/28/2018	03/29/2018	1
March 2018	Monthly	0011	04/28/2018	05/01/2018	3
April 2018	Monthly	0011	05/28/2018	08/07/2018	71
September 2018	Monthly	0011	10/28/2018	11/08/2018	11
January 2019	Monthly	0011	02/28/2019	03/05/2019	5
September 2019	Monthly	0011	10/28/2019	10/29/2019	1
November 2019	Monthly	0011	12/28/2019	01/06/2020	9
December 2019	Monthly	0011	01/28/2020	01/30/2020	2

Pursuant to Ala. Code §22-22-9(e) (2006 Rplc. Vol.), River Bend Marina, LLC is hereby notified that it violated Permit condition II.E.1.a of NPDES Permit No. AL0042366 and ADEM Admin. Code R. 335-6-6-.08(1)(k)8 and 335-6-6-.12(b) by failing to submit an application for permit renewal or a

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

written notification of intent to discontinue discharging beyond the Permit's expiration date at least 180 days prior to its expiration. The application for permit renewal or notification of discontinuance was due to the Department on February 3, 2020. As of the date of this letter, the Department has not received an application or notification as required above.

Please be aware that since the above referenced permit is not administratively extended, until the permit is reissued, any discharges from the facility after the expiration date shall be considered unpermitted discharges and subject to further enforcement action by EPA or ADEM under the Federal Water Quality Pollution Control Act (FWPCA) and the Alabama Water Pollution Control Act (AWPCA).


Permit Condition II.A.3 states that the permittee shall not operate any wastewater treatment plant unless the competency of the operator to operate such plant has been duly certified by the Director pursuant to AWPCA, and meets the requirements specified in ADEM Administrative Code, Rule 335-10-1. Permit Condition I.D.3.a states that the permittee shall inform the Director of any change in the permittee's mailing address or telephone number or in the permittee's designation of a facility contact or office having the authority and responsibility to prevent and abate violations of the of the AWPCA, the Department's Rules and the terms and conditions of this permit, in writing, no later than ten days after such change. The Department received notification on January 31, 2020 that the existing operator was terminating operation services and would no longer be the operator of record. As of the date of this letter, the Department has not received written notification of the certified operator as required by Permit Condition I.D.3.a.

This notice of violation is made pursuant to Ala. Code §22-22-9(e) (2006 Rplc. Vol.). It is the Department's understanding that River Bend Marina, LLC is currently undergoing bankruptcy. The missing application for permit renewal or a written notification of intent to discontinue discharging must be received as soon as possible. Within 30 days from the date of receipt of this notice, please submit a written report that includes an update on the status of the facility and its progress towards meeting all permit requirements including monthly monitoring and reporting and the submittal of the permit application as required by the permit. The written report must also include the name, address, and operator number of the certified operator or a schedule to obtain a new operator as soon as possible. If compliance cannot be achieved within 30 days, please also provide a timeline for when compliance is expected and a monthly update due on the 15th of each month until compliance with the above matters is achieved. Please note all information submitted in response to this notice of violations will become a part of the public record, unless there is a satisfactory showing of confidentiality pursuant to ADEM Admin. Code r. 335-1-1-.06(2). These submittals must be mailed or delivered to Draper Suttles at the Montgomery address listed above and must arrive at the Department's Montgomery Office by the required submittal date. Failure to submit the documents required by this notice is a violation of Ala. Code §22-22-9(e) (2006 Rplc. Vol.) and ADEM Admin. Code r. 335-6-6-.12(h), for which civil penalties or criminal fines may be imposed.

The Department encourages you to voluntarily consider pollution prevention strategies to resolve these present and prevent potential future violations.

If you have questions regarding this matter, please contact Draper Suttles at (334) 271-7812 or by email at draper.rushing@adem.alabama.gov.

Sincerely,



Jeffery W. Kitchens, Chief
Water Division

JWK/DRS

File: ENOV/0000010257

cc: Emily Anderson, ADEM
Draper Suttles, ADEM



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

MAY 20 2020

Stephanie Schwieterman, Manager
River Bend Marina, LLC
133 Riverbend Circle, Suite One
Guntersville, AL 35976

RE: Review of Notice of Violation Response
NPDES Permit No. AL0042366
River Bend Marina, LLC WWTP
Marshall County, Alabama

Dear Ms. Schwieterman:

The Department issued a Notice of Violation (NOV) to River Bend Marina, LLC on February 12, 2020 that cited failure to monitor discharge(s) in April 2018, late DMR submittals, failure to submit an application for permit renewal, and requested a status of the facility operator.

The NOV response was received on March 23, 2020. The response indicates that monthly reports (discharge monitoring reports) should be submitted within the next six months, that an operator would be hired soon, and that the application should be submitted within nine months. The response also requests an extension of the February 3, 2020 deadline to submit the application and renewal fee.

The Department understands that the facility is currently working through bankruptcy issues and a new rate for service has been instituted that should allow for actual expenses of operating the plant, including maintaining compliance. Please be aware that the aforementioned application deadline is established pursuant to ADEM Admin. Code R. 335-6-6-.08(1)(k)8 and 335-6-6-.12(b) and cannot be extended.

Please also be aware that the Department expects discharges to be properly controlled until such time that all requirements can be met.

Beginning June 1, 2020 and continuing each month until all required submittals from the February 12, 2020 NOV have been received by the Department, please submit an update on the status of the plant, operator, and compliance with the permit as well as actions being performed to ensure that facility's effluent discharges are being controlled.

If you have questions regarding this matter, please contact Draper Suttles at (334)271-7812 or by email at draper.rushing@adem.alabama.gov.

Sincerely,

Emily Anderson, Chief
Municipal Section
Industrial/Municipal Branch
Water Division

EDA/DLR

cc: Draper Suttles, ADEM

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

SEP 18 2020

Stephanie Schwieterman
River Bend Marina, LLC
133 Riverbend Circle, Suite One
Guntersville, AL 35976

RE: Facility Inspection
River Bend Marina, LLC - WWTP
NPDES Permit No. AL0042366
Inspected 9/4/2020

Dear Ms. Schwieterman:

Enclosed is a copy of an inspection report for the above referenced facility. The Water Division is reviewing this inspection report for a compliance determination and any follow-up as appropriate.

Permit Condition II.A.1 states that the permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of the permit. During the inspection it was noted that the clarifier had significant amounts of duckweed present.

Within 30 days from the date of this letter, please submit a written report addressing the deficiency noted above.

Should you have any questions regarding permitting, compliance, enforcement, or any follow-up action you should take to address any deficiencies noted, please contact me at draper.rushing@adem.alabama.gov or by phone at (334) 271-7812.

Sincerely,

Draper Suttles
Industrial/Municipal Branch
Water Division

File: INSPR

Enclosure: Inspection Report






Alabama Department of Environmental Management
NPDES COMPLIANCE INSPECTION REPORT

PERMIT/FACILITY NUMBER: AL0042366	PERMIT <input checked="" type="checkbox"/> MUNICIPAL SP&P TYPE: INDUSTRIAL SID	ENTRY TIME/DATE: 9/4/2020 12:30 PM	INSPECTION <input checked="" type="checkbox"/> CEI <input checked="" type="checkbox"/> CSI TYPE: PAI SSO
PERMIT EFFECTIVE DATE: 8/1/2015	PERMIT EXPIRATION DATE: 7/31/2020	EXIT TIME/DATE: 9/4/2020 1:15 PM	PART OF EPA <input checked="" type="checkbox"/> X YES COMMITMENT NO

FACILITY NAME: River Bend Marina, LLC WWTP		HUC CODE + SUBWATERSHED: 060300010901	LATITUDE: 34.425780	LONGITUDE: -86.255360
PHYSICAL ADDRESS: 133 Riverbend Circle	CITY: Guntersville	COUNTY: Marshall	STATE: AL	ZIP: 35976
FACILITY MAJOR CATEGORICAL INSIGNIFICANT TYPE: <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> SIGNIFICANT <input type="checkbox"/> PRIVATE		NAME OF RECEIVING WATER: Tennessee River (Guntersville Lake)		
NAME(S), TITLE(S), AND PHONE NUMBER(S) OF ON-SITE REPRESENTATIVE(S): Stephanie Schweiterman – Manager (256)582-6857				
NAME, TITLE, AND PHONE NUMBER OF RESPONSIBLE OFFICIAL: Stephanie Schwieterman, Manager (256)582-6857				
MAILING ADDRESS: 133 Riverbend Circle Suite One	CITY: Guntersville	COUNTY: Marshall	STATE: AL	ZIP: 35976
INSPECTION WAS: ANNOUNCED <input checked="" type="checkbox"/> UNANNOUNCED				

BRIEF SUMMARY OF INSPECTION FINDINGS / COMMENTS:
--

NAME(S) AND SIGNATURE(S) OF INSPECTOR(S): Draper Suttles 	TELEPHONE: (334)271-7812	DATE: 9/17/20
FOD OFFICE: BIRMINGHAM <input type="checkbox"/> DECATUR <input type="checkbox"/> MOBILE <input type="checkbox"/> MONTGOMERY <input type="checkbox"/>		
HAS THE INSPECTION BEEN RECORDED IN NMS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NMS INSPECTION ID NO:	69867

SIGNATURE OF REVIEWING SUPERVISOR: 	TELEPHONE: 334-271-7838	DATE: 9/18/2020
---	----------------------------	--------------------

Municipal, SP&P, and Industrial NPDES Inspection Form

FACILITY NAME: River Bend Marina, LLC WWTP

PERMIT NUMBER: AL0042366

I. PERMIT

A. Valid Permit maintained at facility and available for review	N/A	X YES	NO, comment #
B. Correct name, mailing address, and/or physical address listed In Permit	N/A	X YES	NO, comment #
C. Facility as described in Permit	N/A	X YES	NO, comment #
D. Number and location(s) of discharge point(s) (incl stormwater) as described in Permit	N/A	X YES	NO, comment #
E. Correct name and location of receiving waters listed In Permit	N/A	X YES	NO, comment #

II. RECORDS and REPORTS

A. Records and reports maintained as required by the Permit for:			
1. Sample date, time, location, and individual collecting sample	N/A	X YES	NO, comment #
2. Analyses date, time, analytical methods, and analyst	N/A	X YES	NO, comment #
3. Lab equipment calibration and maintenance	N/A	X YES	NO, comment #
4. Complete chain of custody	N/A	X YES	NO, comment #
5. SPCC / BMP	X N/A	YES	NO, comment #
6. Facility maintenance	N/A	X YES	NO, comment #
7. Contributing SIDs and their compliance	X N/A	YES	NO, comment #
B. Standard Methods/EPA approved analytical methods used	N/A	X YES	NO, comment #
C. Records retained for at least 3 years	N/A	X YES	NO, comment #
D. Commercial lab used for reported analysis	N/A	X YES	NO, comment #

If yes: Commercial Lab Name: Living Water Services

Address: 5800 Feldspar Way Suite 200, Birmingham, AL

Phone: (205)985-2119

Parameters: All

III. TREATMENT PLANT

A. General			
1. Safety equipment present	N/A	X YES	NO, comment #
2. Standby power or alarm system present for power or equipment failures	N/A	X YES	NO, comment #
3. Facility properly operated and maintained	N/A	X YES	NO, comment #
4. Qualified staff and training for new operators provided	N/A	X YES	NO, comment #
5. Difficulty with industrial waste contributors	X N/A	NO	YES, comment #
6. O&M manuals and schedules maintained	X N/A	YES	NO, comment #
B. Primary Treatment			
1. Influent pump station is satisfactory	N/A	X YES	NO, comment #
2. Bar screen(s) is satisfactory	N/A	X YES	NO, comment #
3. Comminutor(s) is satisfactory	X N/A	YES	NO, comment #
4. Grit / screening disposal is satisfactory	N/A	X YES	NO, comment #
5. Primary clarifier(s) is satisfactory	N/A	YES	X NO, comment # 1
6. Chemical addition is satisfactory	X N/A	YES	NO, comment #
C. Secondary Treatment			
1. Aeration basin(s) is satisfactory	N/A	X YES	NO, comment #
2. Trickling filter(s) is satisfactory	X N/A	YES	NO, comment #
3. Membrane bioreactor(s) is satisfactory	X N/A	YES	NO, comment #
4. Secondary clarifier(s) is satisfactory	X N/A	YES	NO, comment #
5. Other: is satisfactory	X N/A	YES	NO, comment #

D. Tertiary Treatment			
1. Sand filter(s) is satisfactory	X N/A	YES	NO, comment #
2. Polishing pond(s) is satisfactory	X N/A	YES	NO, comment #
3. Post aeration is satisfactory	N/A	X YES	NO, comment #
4. Disinfection is satisfactory	N/A	X YES	NO, comment #
a. UV system is satisfactory	X N/A	YES	NO, comment #
b. Chlorinator(s) is satisfactory	N/A	X YES	NO, comment #
c. Contact chamber is satisfactory	N/A	X YES	NO, comment #
d. Dechlorinator(s) is satisfactory	N/A	X YES	NO, comment #
e. Other: is satisfactory	X N/A	YES	NO, comment #
E. Flow Measurement			
1. Device Description: V-notch Weir			
2. Device(s) comply with Permit	N/A	X YES	NO, comment #
3. Device(s) adequately installed	N/A	X YES	NO, comment #
4. Device(s) properly maintained and operated	N/A	X YES	NO, comment #
5. If totalized, calibration frequency adequate	N/A	X YES	NO, comment #
F. Sludge			
1. Sludge pumps are satisfactory	N/A	X YES	NO, comment #
2. Digester(s) is satisfactory	X N/A	YES	NO, comment #
3. Drying beds are satisfactory	X N/A	YES	NO, comment #
4. Filter press is satisfactory	X N/A	YES	NO, comment #
5. Sludge disposal method is satisfactory	N/A	X YES	NO, comment #
G. Effluent / Receiving Waters			
1. Latitude and longitude of the primary outfall:	Latitude: 34.429900	Longitude: -86.256700	
2. Extent of sheen / floatables is satisfactory	N/A	X YES	NO, comment #
3. Overall appearance / color / aesthetics is satisfactory	N/A	X YES	NO, comment #
4. There is no negative effect on the receiving stream	N/A	X YES	NO, comment #
5. Were samples taken by ADEM?		YES	X NO, comment #
If yes: Were samples split with Permittee?		YES	NO, comment #
If yes: List parameters that were split:			
6. Describe: Mostly clear			
H. Sampling			
1. Location(s) adequate	N/A	X YES	NO, comment #
2. Sample type(s) agree with Permit	N/A	X YES	NO, comment #
3. Sample frequency(s) agree with Permit	N/A	X YES	NO, comment #
4. Preservation techniques agree with 40 CFR 136	N/A	X YES	NO, comment #
5. Sample holding times agree with EPA guidance	N/A	X YES	NO, comment #
6. Monitoring and analyses performed more frequently than required	N/A	YES	X NO, comment #
If so, results are reported on the DMRs		YES	NO, comment #
7. Stormwater samples collected and analyzed in accordance with Permit	X N/A	YES	NO, comment #
I. Bypassing			
Has a bypass occurred at the plant since last ADEM inspection?	N/A	X NO	YES, comment #
If yes: 1. Did the discharge receive primary treatment?		YES	NO, comment #
2. Did the discharge receive disinfection?		YES	NO, comment #
3. Have repairs or upgrades been made to eliminate further bypasses?		YES	NO, comment #
4. Reason for discharge:			
5. How many times per year do bypasses occur?		#/year	

IV. COLLECTION SYSTEM

A. Lift stations are satisfactory	X	N/A	YES	NO, comment # 2
B. Collection system maintenance is satisfactory	X	N/A	YES	NO, comment # 2
C. Has a bypass/overflow occurred in collection system since last ADEM inspection?	N/A		X NO	YES, comment #
If yes: 1. Did the discharge receive primary treatment?			YES	NO, comment #
2. Did the discharge receive disinfection?			YES	NO, comment #
3. Have repairs or upgrades been made to eliminate further discharges?			YES	NO, comment #
4. Reason for discharge:				
5. How many times per year do overflows occur?				#/year

V. SLUDGE DISPOSAL

- A. Type of disposal: Hauled to another city's treatment facility for treatment/disposal.
- B. Location of disposal: Gunterville, AL

VI. OTHER ITEMS INSPECTED

No SSO Response Plan – not yet required by permit.

VII. COMMENTS

Comment No.	Comment	Photograph No.
1	Significant amount of duckweed seen present in clarifier.	1
2	Did not observe collection system.	



Picture 1 - Clarifier

Birmingham Office

206-A Oak Mountain Circle
Pelham, Alabama 35124

Tel.205.396.3170



September 24, 2020

Mrs. Draper Suttles
Municipal Section
Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130

**RE: Facility Inspection
River Bend Marina WWTP
NPDES Permit No. AL0042366**

We are in receipt of your Facility Inspection Report dated 9/18/20. On behalf of the owner, EOS submits the following response in accordance with the requirements of the letter.

Our operator will skim off the duckweed on the surface of the clarifier as well as put granulated chlorine on the remainder. Despite the presence of the duckweed, the effluent water meets all parameters.

Should you have any questions please let me know.

Sincerely.

A handwritten signature in black ink, appearing to read "Mike Walraven", with a stylized flourish at the end.

Mike Walraven, PE
Operations Manager

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
NPDES/SID NON-COMPLIANCE NOTIFICATION FORM

Instructions: This form should be used to notify the Department of non-compliance with permit requirements in accordance with ADEM Admin. Code r. 335-6-6-.12(1)6.(iii) [NPDES permits] or 335-6-5-.15(12)(f)2. (SID permits) and should be submitted with the Discharge Monitoring Reports (DMR) for the respective monitoring period/reporting period, if applicable. If submitting with a DMR, a separate form should be used for each monitoring period/reporting.

Permittee Name: River Bend Marina, LLC **Permit No:** AL0042366
Facility Name: River Bend Marina, LLC WWTP **County:** Marshall
Monitoring/Reporting Period: 1/1/20 - 1/31/20

1. Description of non-compliance associated with an outfall(s) (attach additional pages if necessary):

Effluent Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameters(s)	Result Reported (include units)	Permit Limit (include units)
Monitoring / Reporting Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameter(s)	Description of Monitoring / Reporting Violation	
0011	All Parameters	No influent or effluent samples were collected this month	

2. Description of non-compliance that is not associated with an outfall (i.e. not suitable to be reported in Item 1.):

No samples were collected. An operator/ lab was not employed by the facility.

3. Cause of non-compliance (attach additional pages if necessary):

An operator/ lab was not employed by the facility.

4. **Period of noncompliance** [include exact date(s) and time(s) or, if not corrected, the anticipated duration of the noncompliance]:

1/1/20 to 1/31/20.
Will begin collecting samples in June 2020

5. **Description of steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence** (attach additional pages if necessary):

An operator/lab has been employed and will begin collecting samples in June 2020

6. **General Comments** (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Signature: _____ Date Signed: _____

Name and Title (type or print): Stephanie Schieterman

Email Address: rbm@localaccess.net

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
NPDES/SID NON-COMPLIANCE NOTIFICATION FORM

Instructions: This form should be used to notify the Department of non-compliance with permit requirements in accordance with ADEM Admin. Code r. 335-6-6-.12(1)6.(iii) [NPDES permits] or 335-6-5-.15(12)(f)2. (SID permits) and should be submitted with the Discharge Monitoring Reports (DMR) for the respective monitoring period/reporting period, if applicable. If submitting with a DMR, a separate form should be used for each monitoring period/reporting.

Permittee Name: River Bend Marina, LLC **Permit No:** AL0042366
Facility Name: River Bend Marina, LLC WWTP **County:** Marshall
Monitoring/Reporting Period: 2/1/20 - 2/29/20

1. Description of non-compliance associated with an outfall(s) (attach additional pages if necessary):

Effluent Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameters(s)	Result Reported (include units)	Permit Limit (include units)
Monitoring / Reporting Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameter(s)	Description of Monitoring / Reporting Violation	
0011	All Parameters	No influent or effluent samples were collected this month	

2. Description of non-compliance that is not associated with an outfall (i.e. not suitable to be reported in Item 1.):

No samples were collected. An operator/ lab was not employed by the facility.

3. Cause of non-compliance (attach additional pages if necessary):

An operator/ lab was not employed by the facility.

4. **Period of noncompliance** [include exact date(s) and time(s) or, if not corrected, the anticipated duration of the noncompliance]:

2/1/20 to 2/29/20.
Will begin collecting samples in June 2020

5. **Description of steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence** (attach additional pages if necessary):

An operator/lab has been employed and will begin collecting samples in June 2020

6. **General Comments** (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Signature: _____ Date Signed: _____

Name and Title (type or print): Stephanie Schieterman

Email Address: rbm@localaccess.net

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
NPDES/SID NON-COMPLIANCE NOTIFICATION FORM

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Permittee Name: River Bend Marina, LLC **Permit No:** AL0042366
Facility Name: River Bend Marina, LLC WWTP **County:** Marshall
Monitoring/Reporting Period: 3/1/20 - 3/31/20

1. Description of non-compliance associated with an outfall(s) (attach additional pages if necessary):

Effluent Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameters(s)	Result Reported (include units)	Permit Limit (include units)
Monitoring / Reporting Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameter(s)	Description of Monitoring / Reporting Violation	
0011	All Parameters	No influent or effluent samples were collected this month	

2. Description of non-compliance that is not associated with an outfall (i.e. not suitable to be reported in Item 1.):

No samples were collected. An operator/ lab was not employed by the facility.

3. Cause of non-compliance (attach additional pages if necessary):

An operator/ lab was not employed by the facility.

4. **Period of noncompliance** [include exact date(s) and time(s) or, if not corrected, the anticipated duration of the noncompliance]:

3/1/20 to 3/31/20.
Will begin collecting samples in June 2020

5. **Description of steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence** (attach additional pages if necessary):

An operator/lab has been employed and will begin collecting samples in June 2020

6. **General Comments** (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Signature: _____ Date Signed: _____

Name and Title (type or print): Stephanie Schieterman

Email Address: rbm@localaccess.net

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
NPDES/SID NON-COMPLIANCE NOTIFICATION FORM

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Permittee Name: River Bend Marina, LLC **Permit No:** AL0042366
Facility Name: River Bend Marina, LLC WWTP **County:** Marshall
Monitoring/Reporting Period: 4/1/20 - 4/30/20

1. Description of non-compliance associated with an outfall(s) (attach additional pages if necessary):

Effluent Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameters(s)	Result Reported (include units)	Permit Limit (include units)
Monitoring / Reporting Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameter(s)	Description of Monitoring / Reporting Violation	
0011	All Parameters	No influent or effluent samples were collected this month	

2. Description of non-compliance that is not associated with an outfall (i.e. not suitable to be reported in Item 1.):

No samples were collected. An operator/ lab was not employed by the facility.

3. Cause of non-compliance (attach additional pages if necessary):

An operator/ lab was not employed by the facility.

4. **Period of noncompliance** [include exact date(s) and time(s) or, if not corrected, the anticipated duration of the noncompliance]:

4/1/20 to 4/30/20.
Will begin collecting samples in June 2020

5. **Description of steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence** (attach additional pages if necessary):

An operator/lab has been employed and will begin collecting samples in June 2020

6. **General Comments** (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Signature: _____ Date Signed: _____

Name and Title (type or print): Stephanie Schieterman

Email Address: rbm@localaccess.net

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
NPDES/SID NON-COMPLIANCE NOTIFICATION FORM

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Permittee Name: River Bend Marina, LLC **Permit No:** AL0042366
Facility Name: River Bend Marina, LLC WWTP **County:** Marshall
Monitoring/Reporting Period: 5/1/20 - 5/31/20

1. Description of non-compliance associated with an outfall(s) (attach additional pages if necessary):

Effluent Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameters(s)	Result Reported (include units)	Permit Limit (include units)
Monitoring / Reporting Violations (if applicable)			
Outfall Number(s)	Noncompliant Parameter(s)	Description of Monitoring / Reporting Violation	
0011	All Parameters	No influent or effluent samples were collected this month	

2. Description of non-compliance that is not associated with an outfall (i.e. not suitable to be reported in Item 1.):

No samples were collected. An operator/ lab was not employed by the facility.

3. Cause of non-compliance (attach additional pages if necessary):

An operator/ lab was not employed by the facility.

4. **Period of noncompliance** [include exact date(s) and time(s) or, if not corrected, the anticipated duration of the noncompliance]:

5/1/20 to 5/31/20.
Will begin collecting samples in June 2020

5. **Description of steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence** (attach additional pages if necessary):

An operator/lab has been employed and will begin collecting samples in June 2020

6. **General Comments** (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible Official Signature: _____ Date Signed: _____

Name and Title (type or print): Stephanie Schieterman

Email Address: rbm@localaccess.net

REQUIREMENT

12. Copies of the last six (6) bank account statements (account number redacted) for the Commission-required reserve account.

APPLICANT'S RESPONSE

See the next six (6) pages.

Date 5/28/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR-IN-POSSESSION
BANKRUPTCY CASE NO 20-40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

---- CHECKING ACCOUNT ----

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	5/03/21 thru 5/31/21
Previous Balance	5,438.75	Days in the statement period	29
7 Deposits/Credits	304.00	Average Ledger	5,663.31
Checks/Debits	.00	Average Collected	5,663.31
Service Charge	.00		
Interest Paid	.00		
Ending Balance	5,742.75		

***** DEPOSITS AND ADDITIONS *****

5/03	Transfer From Checking XX1164	109.25
	to Checking XX5119	
5/04	Transfer From Checking XX1164	47.50
	to Checking XX5119	
5/06	Transfer From Checking XX1164	23.75
	to Checking XX5119	
5/10	Transfer From Checking XX1164	33.25
	to Checking XX5119	
5/12	Transfer From Checking XX1164	9.50
	to Checking XX5119	
5/24	Transfer From Checking XX1164	23.75
	to Checking XX5119	
5/27	Transfer From Checking XX1164	57.00
	to Checking XX5119	

***** DAILY BALANCE INFORMATION *****

5/03	5,548.00	5/10	5,652.50	5/27	5,742.75
5/04	5,595.50	5/12	5,662.00		
5/06	5,619.25	5/24	5,685.75		

Date 6/30/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR-IN-POSSESSION
BANKRUPTCY CASE NO 20-40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

---- CHECKING ACCOUNT ----

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	6/01/21 thru 6/30/21
Previous Balance	5,742.75	Days in the statement period	30
8 Deposits/Credits	484.50	Average Ledger	6,057.04
Checks/Debits	.00	Average Collected	6,057.04
Service Charge	.00		
Interest Paid	.00		
Ending Balance	6,227.25		

***** DEPOSITS AND ADDITIONS *****

6/01	Transfer From Checking XX1164	71.25
	to Checking XX5119	
6/01	Transfer From Checking XX1164	104.50
	to Checking XX5119	
6/03	Transfer From Checking XX1164	52.25
	to Checking XX5119	
6/07	Transfer From Checking XX1164	61.75
	to Checking XX5119	
6/10	Transfer From Checking XX1164	23.75
	to Checking XX5119	
6/21	Transfer From Checking XX1164	14.25
	to Checking XX5119	
6/25	Transfer From Checking XX1164	33.25
	to Checking XX5119	
6/28	Transfer From Checking XX1164	123.50
	to Checking XX5119	

***** DAILY BALANCE INFORMATION *****

6/01	5,918.50	6/10	6,056.25	6/28	6,227.25
6/03	5,970.75	6/21	6,070.50		
6/07	6,032.50	6/25	6,103.75		

Date 7/30/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR-IN-POSSESSION
BANKRUPTCY CASE NO 20-40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

----- CHECKING ACCOUNT -----

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	7/01/21 thru 8/01/21
Previous Balance	6,227.25	Days in the statement period	32
11 Deposits/Credits	456.00	Average Ledger	6,476.03
Checks/Debits	.00	Average Collected	6,476.03
Service Charge	.00		
Interest Paid	.00		
Ending Balance	6,683.25		

**** DEPOSITS AND ADDITIONS ****

7/01	Transfer From Checking XX1164	38.00
	to Checking XX5119	
7/02	Transfer From Checking XX1164	90.25
	to Checking XX5119	
7/06	Transfer From Checking XX1164	42.75
	to Checking XX5119	
7/09	Transfer From Checking XX1164	52.25
	to Checking XX5119	
7/12	Transfer From Checking XX1164	9.50
	to Checking XX5119	
7/12	Transfer From Checking XX1164	14.25
	to Checking XX5119	
7/22	Transfer From Checking XX1164	23.75
	to Checking XX5119	
7/26	Transfer From Checking XX1164	28.50
	to Checking XX5119	
7/28	Transfer From Checking XX1164	38.00
	to Checking XX5119	
7/29	Transfer From Checking XX1164	33.25
	to Checking XX5119	
7/30	Transfer From Checking XX1164	85.50
	to Checking XX5119	

**** DAILY BALANCE INFORMATION ****

7/01	6,265.25	7/12	6,474.25	7/29	6,597.75
7/02	6,355.50	7/22	6,498.00	7/30	6,683.25
7/06	6,398.25	7/26	6,526.50		
7/09	6,450.50	7/28	6,564.50		

Date 8/31/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR-IN-POSSESSION
BANKRUPTCY CASE NO 20-40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

----- CHECKING ACCOUNT -----

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	8/02/21 thru 8/31/21
Previous Balance	6,683.25	Days in the statement period	30
9 Deposits/Credits	465.50	Average Ledger	6,891.77
Checks/Debits	.00	Average Collected	6,891.77
Service Charge	.00		
Interest Paid	.00		
Ending Balance	7,148.75		

***** DEPOSITS AND ADDITIONS *****

8/09	Transfer From Checking XX1164	47.50
	to Checking XX5119	
8/09	Transfer From Checking XX1164	171.00
	to Checking XX5119	
8/10	Transfer From Checking XX1164	19.00
	to Checking XX5119	
8/13	Transfer From Checking XX1164	9.50
	to Checking XX5119	
8/20	Transfer From Checking XX1164	9.50
	to Checking XX5119	
8/23	Transfer From Checking XX1164	23.75
	to Checking XX5119	
8/26	Transfer From Checking XX1164	23.75
	to Checking XX5119	
8/31	Transfer From Checking XX1164	76.00
	to Checking XX5119	
8/31	Transfer From Checking XX1164	85.50
	to Checking XX5119	

***** DAILY BALANCE INFORMATION *****

8/02	6,683.25	8/13	6,930.25	8/26	6,987.25
8/09	6,901.75	8/20	6,939.75	8/31	7,148.75
8/10	6,920.75	8/23	6,963.50		

Date 9/30/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR-IN-POSSESSION
BANKRUPTCY CASE NO 20-40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

----- CHECKING ACCOUNT -----

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	9/01/21 thru 9/30/21
Previous Balance	7,148.75	Days in the statement period	30
8 Deposits/Credits	266.00	Average Ledger	7,282.38
Checks/Debits	.00	Average Collected	7,282.38
Service Charge	.00		
Interest Paid	.00		
Ending Balance	7,414.75		

***** DEPOSITS AND ADDITIONS *****

9/02	Transfer From Checking XX1164	38.00
	to Checking XX5119	
9/03	Transfer From Checking XX1164	33.25
	to Checking XX5119	
9/07	Transfer From Checking XX1164	33.25
	to Checking XX5119	
9/10	Transfer From Checking XX1164	28.50
	to Checking XX5119	
9/20	Transfer From Checking XX1164	4.75
	to Checking XX5119	
9/24	Transfer From Checking XX1164	23.75
	to Checking XX5119	
9/27	Transfer From Checking XX1164	76.00
	to Checking XX5119	
9/29	Transfer From Checking XX1164	28.50
	to Checking XX5119	

***** DAILY BALANCE INFORMATION *****

9/01	7,148.75	9/07	7,253.25	9/24	7,310.25
9/02	7,186.75	9/10	7,281.75	9/27	7,386.25
9/03	7,220.00	9/20	7,286.50	9/29	7,414.75

Date 10/29/21

RIVER BEND MARINA LLC
CHAPTER 11 DEBTOR IN POSSESSION
BANKRUPTCY CASE NO 20 40075 RATE RIDER
PO BOX 805
GUNTERSVILLE AL 35976

----- CHECKING ACCOUNT

BUSINESS CHECKING		Number of Enclosures	0
Account Number		Statement Dates	10/01/21 thru 10/31/21
Previous Balance	7,414.75	Days in the statement period	31
11 Deposits/Credits	465.50	Average Ledger	7,695.61
Checks/Debits	.00	Average Collected	7,695.61
Service Charge	.00		
Interest Paid	.00		
Ending Balance	7,880.25		

**** DEPOSITS AND ADDITIONS ****

10/01	Transfer From Checking XX1164	128.25
	to Checking XX5119	
10/04	Transfer From Checking XX1164	33.25
	to Checking XX5119	
10/04	Transfer From Checking XX1164	38.00
	to Checking XX5119	
10/06	Transfer From Checking XX1164	42.75
	to Checking XX5119	
10/08	Transfer From Checking XX1164	14.25
	to Checking XX5119	
10/12	Transfer From Checking XX1164	14.25
	to Checking XX5119	
10/13	Transfer From Checking XX1164	9.50
	to Checking XX5119	
10/25	Transfer From Checking XX1164	33.25
	to Checking XX5119	
10/27	Transfer From Checking XX1164	38.00
	to Checking XX5119	
10/28	Transfer From Checking XX1164	52.25
	to Checking XX5119	
10/29	Transfer From Checking XX1164	61.75
	to Checking XX5119	

**** DAILY BALANCE INFORMATION ****

10/01	7,543.00	10/12	7,685.50	10/28	7,818.50
10/04	7,614.25	10/13	7,695.00	10/29	7,880.25
10/06	7,657.00	10/25	7,728.25		
10/08	7,671.25	10/27	7,766.25		